

ID APPLICATION AND SUBSCRIBER AGREEMENT

This Subscriber Agreement ("Agreement") is entered into on the date indicated below, by and between Interactive Data, LLC ("ID") and Fort Bend County Sheriff's Office ("Subscriber"). The Agreement is effective on the date of approval of the Application by ID.

1. License. ID grants Subscriber a non-exclusive, nontransferable, revocable license to obtain and use various information products and services provided by ID ("Services") for Subscriber's internal use subject to the terms and conditions of this Agreement.
2. Compliance with Laws. Subscriber shall comply with all laws and regulations that govern the use of the Services and information provided therein. Subscriber understands that the Services contain sensitive information governed by certain state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which the Subscriber certifies to comply. If Subscriber desires to access Services governed by the GLBA, Subscriber certifies that it will request, access and use such Services solely for the specific use(s) listed below and enumerated in Section 6802(e) of the GLBA, as interpreted by competent regulatory, legislative and judicial authority.
 - As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
 - To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
 - For required institutional risk control, or for resolving consumer disputes or inquiries;
 - For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;
 - For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;
 - To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or,
 - To comply with federal, state, or local laws, rules, and other applicable legal requirements.If Subscriber desires to access Services governed by the DPPA, Subscriber certifies that it will request, access and use such Services solely for one of the DPPA permissible use(s) listed below:
 - Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
 - Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
 - Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
 - Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities or antifraud activities.
 - Use by any licensed private investigative agency or licensed security service for any purpose described above.ID is not a "consumer reporting agency," and its Services do not constitute "consumer reports," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") or similar state statutes. Accordingly, Subscriber represents and warrants that the Services will not be used, in whole or in part, as a factor in determining an individual's eligibility for credit, insurance, employment, or for any other eligibility purpose permitted by the FCRA.
3. No Warranties. ID makes no warranties of any kind, express or implied, as to the Services, including, without limitation, those as to accuracy, currentness, completeness, timeliness, or quality, warranties of merchantability and fitness for a particular purpose, and those warranties that might be implied from a course of dealing, course of performance or trade usage. The Services are provided "AS IS".
4. Termination. Except as otherwise provided by mutual written agreement of the parties, either party may terminate this Agreement at any time.
5. Indemnification; Limitation of Liability. Subscriber agrees to indemnify, defend, and hold harmless ID, and its parents, subsidiaries, affiliates and representatives, from and against any and all claims, damages, and liabilities relating to Subscriber's use of the Services or any breach of this Agreement by Subscriber. In no event shall ID's liability for direct damages exceed the fees paid by Subscriber for the three (3) month period preceding the claim. ID shall not be liable for any other costs, expenses or damages, including indirect, consequential, or punitive damages.
6. Fees. Subscriber agrees to pay all applicable fees and charges for Services, including any applicable governmental taxes, duties or other charges. If Subscriber enters into a term agreement (including by execution of a subsequent amendment to this Agreement), and Subscriber breaches the Agreement, including, without limitation, failure to make payment, then all fees and charges applicable to the remainder of the term of the Agreement shall be deemed earned and immediately due and payable from Subscriber. Notwithstanding, Subscriber shall have no obligation to pay for Services accessed during any applicable free trial period.
7. Account Administrator. Subscriber agrees to designate an appropriate account administrator to ensure compliance with this Agreement by all employees granted access by Subscriber. The account administrator will: (i) restrict access to the Services to only those employees who have a need as part of their official duties; (ii) monitor employees' use of the Services; (iii) maintain and enforce policies governing appropriate use of the Services; (iv) record the identities of all current employees with access to the Services and all former employees who have previously accessed the Services; (v) ensure that each employee uses only his/her assigned username and password to access the Services; and (vi) immediately terminate employee access when the employee is no longer employed by the Subscriber, no longer has a need to access the Services to perform the employee's official duties, or when the employee is suspected of improper access to or use of the Services. If Subscriber suspects or becomes aware of unauthorized access to the Services, Subscriber will immediately notify ID at incident@id-info.com.
8. Audit. In order to ensure compliance with this Agreement and applicable laws, rules and regulations, including the GLBA and DPPA, ID may conduct periodic reviews of Subscriber's use of the Services and may, upon reasonable notice, audit Subscriber's records, policies and procedures relating to Subscriber's account. Subscriber will provide reasonable cooperation and all documentation reasonably requested by ID.
9. Entire Agreement. This Agreement, the Application, the Terms and Conditions located at <http://ididata.com/termsandconditions.pdf>, and any executed Rider are all incorporated by reference and constitute the entire agreement between Subscriber and ID regarding the Services.

I certify that I have read and agree to this Agreement, the Application, and the Terms and Conditions, that I am authorized to execute this Agreement on behalf of Subscriber, and that all information that I have provided is true and correct. All of the foregoing is accepted and agreed to by:

[Subscriber's Signature & Subscriber's Witness's Signature on following page]

Please complete application in full and return along with required supporting documents to app@ididata.com

Fort Bend County Sheriff's Office

Company Name ("Subscriber")

Authorized Signature Date

Type or Print Name of Authorized Signer Title

Witnessed by:
(Note: Witness can be anyone employed by the Subscriber.)

Signature of Witness

Type or Print Name & Title of Witness

Please complete application in full and return along with required supporting documents to app@ididata.com

APPLICATION

BUSINESS TYPE: LAW ENFORCEMENT	
COMPANY NAME: Fort Bend County Sheriff's Office	MAIN PHONE NUMBER (must match supporting documentation):
PHYSICAL ADDRESS:	CITY/STATE/ZIP:
COUNTY:	WEBSITE:
PRIMARY ADMIN (OR USER) FULL NAME:	PRIMARY ADMIN (OR USER) EMAIL ADDRESS:

IMPORTANT: Upon approval of your application, you will be permitted to access ID Services only for the use cases detailed below. If you have additional needs, please contact your sales representative.

- Fraud prevention
- Witness and victim locating
- Apprehending criminals
- Verification of applicant and employee information (but not for any eligibility purpose permitted by the FCRA)
- Locating fraud victims
- Legal process service